

## **Cumberland County**

P.O. Box 110, Cumberland, VA 23040  
Phone: (804) 492-3800 Fax: (804) 492-9224  
Email: jcrews@cumberlandcounty.virginia.gov

### **INVITATION FOR BIDS (IFB)**

**IFB# 2022-02**

### **Randolph District Fire Station Renovations**

**DATE OF THIS REQUEST: May 19, 2022**

**SEALED BIDS SUBJECT TO THE TERMS, CONDITIONS, AND SPECIFICATIONS HEREIN WILL BE RECEIVED UNTIL MONDAY JUNE 27, 2022 at 3:00 PM, LOCAL PREVAILING TIME (LPT) AT WHICH TIME THEY WILL BE PUBLICLY OPENED, READ, AND MADE A PART OF THE PUBLIC RECORD FOR THE RENOVATION OF THE RANDOLPH DISTRICT FIRE STATION AS DESCRIBED HEREIN AND IN ACCORDANCE WITH THE SCOPE OF WORK.**

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**Submission:**

Bids shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

**From: (Bidder name and address)**

**IFB#: 2022-02**

**For: Randolph District Fire Station Renovations**

**Due: June 27, 2022 at 3:00 PM (LPT)**

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**Bids must be submitted to:**

Jennifer Crews, Finance Director  
PO Box 110, 1 Courthouse Circle  
Cumberland, VA 23040  
(804) 492-3563  
jcrews@cumberlandcounty.virginia.gov

**Sealed bids must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the bidder to ensure timely and correct delivery of bid to the Purchasing Department. IMPORTANT – PLEASE NOTE: Not all overnight delivery services guarantee timely next day delivery to this location. Please check with the service you use.**

**For information relating to this IFB please contact:**

Jennifer Crews, Finance Director  
Phone: (804) 492-3563  
Email: jcrews@cumberlandcounty.virginia.gov

**NON-MANDATORY PRE-BID MEETING SCHEDULED FOR JUNE 3, 2022**

## **PROJECT DESCRIPTION**

Cumberland County, Virginia is seeking bids from experienced contractors to perform services related to the demolition, renovation, and construction of an addition to the Randolph District Fire Station. The work includes but is not limited to the furnishing of all labor, equipment, tools, materials, transportation, mobilization, permits, services, and incidentals associated with the required renovations.

## **PLANS AND SPECIFICATIONS:**

The drawings and specifications related to this project were created by Cumberland County Public Works staff and approved for use as part of this project by the County Building Official. The plans and this IFB can be found on the County website at [www.cumberlandcounty.virginia.gov](http://www.cumberlandcounty.virginia.gov)

## **TIMELINE**

As a guideline, Cumberland County anticipates the following timetable for selection of a contractor.

### **Date Activity/Event**

May 19, 2022	Invitation for Bid Posted
June 3, 2022	Non-Mandatory Pre-Bid meeting at 10 am
June 10, 2022	Deadline for Questions at 12 noon
June 27, 2022	Bids due by 3 pm at the deadline
July 12, 2022	Contract Award

## **CONTRACTOR REQUIREMENTS:**

Contractor shall provide and require all safety equipment for personnel to perform the work. Contractor, its employees, and subcontractors shall conduct themselves in a workmanlike manner and show company identification (i.e. company shirts) to work in and around County facilities/buildings/schools.

Contractor shall contact County when on site and when leaving a site.

Bids shall not include travel to and from any site. The County does not pay for any travel expenses to and from the sites.

Construction and renovation must be completed within 180 days from receiving notice to proceed from the County.

## **REFERENCES:**

At least three (3) references for similar services performed within the past three (3) years.

## **SUBCONTRACTORS:**

Provide a list of any Sub-contractors prior to the beginning of construction.

## **LICENSE:**

Awarded contractor will be required to have a Cumberland County Business License.

**FAITH-BASED ORGANIZATIONS & NON-DISCRIMINATION.**

In the solicitation and awarding of contracts, the County does not discriminate against faith-based organizations or any other bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.

**PANDEMIC OPERATIONS**

Bidder agrees to abide by, and to guarantee its employees, subcontractors, and their employees abide by, all state, federal and local rules and regulations regarding pandemic operations and procedures, including but not limited to social distancing, face covering, testing, isolation, quarantine, and proper notification and disclosure requirements, when entering County property or facilities or interacting with County employees

**GENERAL REQUIREMENTS:**

- A. CONTRACT START-UP: Prior to performing any Work, Contractor shall contact the appropriate County staff identified below to discuss and coordinate all responsibilities, scheduling, and other parameters associated with the Work.

Bryan Saxtan, Director of Public Works  
Phone: 804.492-9267  
Email: bsaxtan@cumberlandcounty.virginia.gov



## IFB 2022-02 BID FORM

County anticipates awarding to one contractor. Bidder agrees to provide services in compliance with the scope of work and terms & conditions of this IFB. Award shall be made based on the **Total Bid** to the lowest responsive and responsible bidder meeting the requirements of this solicitation. Hourly rates, and Total Quote must be shown. In case of arithmetic errors, the rates per location will govern. Failure to include bid for all work and hourly rate for additional grounds services will eliminate your bid in considering of award.

### Randolph District Fire Station

**Mobilization** \$ \_\_\_\_\_

**Materials** \$ \_\_\_\_\_

**Construction** \$ \_\_\_\_\_

**BY SUBMISSION OF THIS BID I CERTIFY THAT I HAVE VISITED THE SITES AND AM FAMILIAR WITH THE WORK AREA AND THAT MY BID IS BASED ON KNOWLEDGE OF CONDITIONS AT THE SITES.**

Name and Address of Firm:

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By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_ (Please Print)

**Total Bid** shall be to provide all supervision, equipment, labor and materials necessary to complete the work per all terms, conditions and specifications herein.

**TOTAL BID (Sections 1, 2 & 3 Only)** \$ \_\_\_\_\_ **DOLLARS**

(\$ \_\_\_\_\_ )  
Bid shall be shown in both words and figures. In the case of a discrepancy, the amount shown in words will govern)

Title: \_\_\_\_\_ (Please Print)

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

FEI/FIN NO. \_\_\_\_\_

State Corporation Commission (SCC) NO. \_\_\_\_\_

**ACKNOWLEDGE RECEIPT OF:**

Addendum 1 \_\_\_\_\_

Addendum 2 \_\_\_\_\_

**\*This bid remains valid for sixty (90) days after the closing date.**

**The following documents shall be attached to and made a condition of this bid:**

1. Completed and signed Bid Form (pages 4-5)
2. Attachment A- Certification of No Collusion (page 6)
3. Attachment B- Reference List (page 7)
4. Attachment C- List of Subcontractors (page 8)
5. Copy of Floor Plan and Specifications

**ATTACHMENT A**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement to which this Certification of No Collusion is incorporated and attached that:

This proposal/bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal/bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950, as amended (§§ 18.2-498.1 et seq.)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

The foregoing Certification of No Collusion was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,

by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

**ATTACHMENT B**

REFERENCES		
Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	
Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	
Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	
Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	
Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	

**ATTACHMENT C**

**LIST OF SUBCONTRACTORS**

**If using Subcontractors, complete the section below and submit with your bid.**

Subcontractor's Name/Contractors License #

Contact Information






## CUMBERLAND COUNTY, VIRGINIA INSTRUCTIONS TO BIDDERS

The general instructions, rules and conditions which follow apply this procurement. Bidders are expected to inform themselves fully as to all applicable terms, conditions, instructions, requirements and specifications, before submitting bids. Failure to do so will be at the bidder's own risk, and relief cannot be secured on the plea of error.

Subject to all laws, policies, resolutions and regulations of Virginia and Cumberland County, and all applicable rules, regulations and limitations, if any, imposed by federal law, bids submitted in response to a solicitation issued by Cumberland County will bind bidders to the conditions and requirements herein set forth, unless otherwise expressly specified in the solicitation.

### **SECTION 1: DEFINITIONS**

- 1.1. *"Bid"* means the offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
- 1.2. *"County"* means Cumberland County, Virginia and its agencies, officials, employees, agents and designated representatives.
- 1.3. *"Contractor"* and *"General Contractor"* shall have the same meaning as "Successful Bidder," as set forth below.
- 1.4. *"Contract Award"* Intentionally deleted.
- 1.5. *"Contract Documents"* Intentionally deleted.
- 1.6. *"Contract Execution"* means the later of Contract Award or the date by which the Contract Documents have been executed by County.
- 1.7. *"Informality"* means a minor defect or variation of a bid from the exact requirements of a solicitation, which does not affect the price, quality, quantity or delivery schedule for the goods or services being procured.
- 1.8. *"Install"* describes operations at any site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- 1.9. *"Installer"* is a contractor or another entity engaged by Contractor, either as an employee, subcontractor, or contractor of lower tier, who performs a particular construction activity including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - a) The term "experienced", when used with the term "installer", means having successfully completed a minimum of five previous projects similar in size and scope to this project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.
  - b) Trades. Using terms such as "carpentry" does not imply that certain activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
  - c) Assigning Specialists. Certain sections of the specifications require that specific

activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with Contractor.

d) These requirements shall not be interpreted to conflict with enforcing building codes and other regulations governing the work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.

1.10. “*Invitation for Bid*” or “*IFB*” means the competitive sealed bidding procurement process by which a request is made to prospective bidders for their quotation on goods or services desired by County. An IFB incorporates by reference the specifications and contractual terms and conditions applicable to the procurement.

1.11. “*Owner*” refers to Cumberland County, Virginia and its agencies, officials, employees, agents and designated representatives. This term is interchangeable with “County.”

1.12. “*Professional*” Intentionally deleted.

1.13. “*Purchasing Agent*” means the head of the County’s Purchasing Department, or a designated contact person acting for her or at her direction.

1.14. “*Regulations*” includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work.

1.15. “*Responsible Bidder*” means a bidder having the capability in all respects to perform fully the contract requirements, and who has the moral and business integrity and reliability which will assure timely, good faith performance of the contract sought to be procured, and who has been pre-qualified, if required.

1.16. “*Responsive Bidder*” means a bidder who has submitted a bid or proposal which conforms in all material respects to the IFB.

1.17. “*Services*” means any work performed by a contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

1.18. “*Solicitation*” means the process of notifying prospective bidders that County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising, the mailing of an IFB or the public posting of notices.

1.19. “*State*” means Virginia.

1.20. “*Successful bidder*” means the responsive and responsible bidder(s) to whom a contract is awarded as a result of County’s competitive sealed bidding procedure conducted.

## **SECTION 2: GENERAL TERMS, CONDITIONS and INSTRUCTIONS**

2.01. Bids must be submitted in a sealed envelope with the outside marked in the lower left-hand corner as follows:

**From:** (Bidder name and address)

**IFB:** \_\_\_\_\_

**For:** \_\_\_\_\_

**Due:** \_\_\_\_\_

**License No.** \_\_\_\_\_ **Class** \_\_\_\_\_ **Expires** \_\_\_\_\_

Each bidder is solely responsible for delivering its bid to the correct location on or before the date and time on which bids are scheduled to be received by County. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification cannot be considered for award.

2.02. ACCEPTANCE OF GOODS/SERVICES. Goods/services delivered shall remain the property of Contractor until a physical inspection or actual usage of goods/services is made and thereafter accepted to the satisfaction of County. Goods/services must comply with the specifications, and terms and conditions of this solicitation and be of the highest quality. In the event, goods/services supplied to County are found to be defective or not conforming with specifications, County reserves the right to cancel the contract upon written notice to Contractor, and return goods to Contractor at Contractor's expense.

2.03. APPLICABLE LAW. This Contract and the services provided will be governed in all respects by the laws of Virginia, except its choice of law provisions. Venue for any litigation arising out of this Contract will be brought in the courts of Cumberland County, Virginia. Bidder shall comply with all applicable federal, state, and local laws and regulations.

2.04. APPROPRIATIONS. County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for this purpose through appropriation by the Board of Supervisors.

2.05. AWARD. Award shall be made on a lump sum total basis to the lowest responsive and responsible bidders meeting the requirements of this solicitation. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. County reserves the right to conduct any tests it may deem advisable and to make all evaluations. County also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of County to be in its best interest. County reserves the right to contract with firms not party to this contract for similar goods/services if it determines this to be in its best interest.

2.06. BID ACCEPTANCE PERIOD. Any bid in response to this solicitation shall be valid for 90 calendar days. At the end of the 90 days, the bid may be withdrawn at the written request of Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

2.07. BID FORM. Failure to submit a bid on the official County Bid Form shall be a cause for rejection of the Bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the Bid; however, County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Bid as nonresponsive. As a precondition to its acceptance, County may, in its sole discretion, request that Bidder withdraw or modify nonresponsive portions of a Bid which do not affect quality, quantity, price, or delivery.

2.08. BID EVALUATION. For evaluation purposes only, bids will be evaluated based on the lump sum total of all items identified on the Bid Form.

2.09. BIDDER, OFFEROR, AND CONTRACTOR COMPLIANCE. All Bidders, Offerors, and Contractors shall comply with the Virginia Public Procurement Act, Virginia Code § 2.2-4300, et seq., and all applicable Cumberland County policies, regulations, and procedures.

2.10. COMPLIANCE. Contractor shall obtain, possess, maintain, and comply with all applicable Federal, State, and local requirements such as: licenses, permits, codes, laws, regulations, standards and policies, specifications, authorizations, and other related requirements to provide the services under the Contract. A copy of the Contractor's Safety Policy and Program shall be provided upon request by County.

2.11. CONTRACTOR QUALIFICATIONS. Contractor shall have a minimum of five years' experience, and shall have the capability and capacity to perform the Work, and have an adequate number of properly trained and skilled technicians. County may make such reasonable investigations as deemed proper and necessary to determine the ability of Bidder to perform the services/furnish the goods and Bidder shall furnish to County all such information and data for this purpose as may be requested. County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. County further reserves the right to reject any Bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy County that such Bidder is properly qualified to carry out the Work and to provide the services and/or furnish the goods contemplated therein.

2.12. COOPERATIVE PROCUREMENT. If authorized by Virginia Code § 2.2-4304, this procurement is being conducted on behalf of and may, with Bidder's consent, be used by public bodies, agencies, institutions, and localities.

2.13. EQUIPMENT. All equipment bids must be new, unused, of current production, and standard to the manufacturer. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of the Bid.

2.14. ETHICS IN PUBLIC CONTRACTING. This Invitation for Bids incorporates by reference any applicable state or federal law related to ethics, conflicts of interest, or bribery, including the Virginia Conflict of Interests Act, the Virginia Governmental Frauds Act, and the Virginia Code. Bidder certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation any payment, load, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Bidders shall complete and submit the attached Certification of No Collusion (Attachment A), which will constitute material representations and warranties with respect to this Invitation for Bids.

2.15. FAITH-BASED ORGANIZATIONS & NON-DISCRIMINATION. In the solicitation and awarding of contracts, County does not discriminate against faith-based organizations or any other bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state

law relating to discrimination in employment.

2.16. FINANCIAL STATEMENTS. A Bidder, by submission of a response to this solicitation, agrees to provide County, within 10 calendar days of County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to County, and County shall be under no obligation to return the financial statement(s).

Contractor shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to this Contract, so as to guarantee County's rights to obtain financial statements. Should Contractor fail to ensure County's rights under this section, Contractor shall be liable to County for all reasonable costs and expenses County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

2.17. FREEDOM OF INFORMATION ACT. Except as provided herein, or by applicable law, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.

- i. Cost estimates relating to a proposed procurement transaction, prepared by or for County, shall not be open to public inspection.
- ii. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that County decides not to accept any of the bids and to reopen the Contract, postpone the Contract or not contract at all. Otherwise, competitive sealed bid records shall be open to public inspection only after award of the Contract.
- iii. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- iv. Trade secrets and proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure; however, the bidder must invoke the protections of Cumberland County Code § 11-39 IMMEDIATELY UPON SUBMISSION of the data or other materials, and must specifically designate the data or other materials to be protected and state the reasons why protection is necessary. County will not be liable for any damages sustained by a bidder who fails to follow the procedures designated by the Virginia Freedom of Information Act, the Virginia Public Procurement Act, and the Cumberland County Code as being prerequisite to protection of trade secrets or proprietary information.

2.18. GENERAL OPERATION OF CONTRACT. Contractor shall perform the Work as directed and recommended in the most current published instruction or operating books and manuals, including services bulletins.

When Work is needed, County will, in a “Task Description,” describe the proposed scope of work, time allowed for Contractor to respond, date Work should be completed, required deliverables, information and-or resources to be provided by County, County contact person, and any other information County deems pertinent to the task. The Task Description will be provided to primary Contractor. In the event primary Contractor is unavailable to perform the Work, County will request services of the secondary Contractor to perform the work and provide the same information given to the primary Contractor.

Once Contractor receives the Task Description, Contractor shall evaluate existing conditions, including making site visit(s), and any other activities necessary to properly assess the Work. Then Contractor shall submit a written response to include, but not limited to, Contractor’s statement of the scope of Work, proposed fee(s) to complete the Work, date Work will be completed, and list of deliverables. The fee estimate shall include projected man-hours by classification and the cost of any materials to be provided.

After the deadline for responses, County may negotiate the scope of Work, fee, schedule and deliverables with each Contractor who submitted a timely response and assign the Work to that Contractor which, in the opinion of the County, submitted the best and most responsive proposal for the Work.

County reserves the right to furnish materials and equipment or subcontracted Work costing in excess of \$1,000.00. If the repair or new installation is estimated to exceed 50% of equipment replacement value, Contractor shall furnish a detailed written estimate of the repair prior to performing the Work, except in the case of an emergency. Cost for parts and equipment shall be billed “as cost” with no mark-ups allowed.

County reserves the right to complete particular projects through the use of County employees or to obtain separate contracts through its normal procurement process according to the best interests of County.

2.19. CUMBERLAND BUSINESSES. It is the policy of Cumberland County to facilitate the establishment, preservation, and strengthening of minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Cumberland County, and to encourage their participation in County’s procurement activities. These businesses are encouraged to respond to all solicitations. In addition, County strongly encourages Bidder to actively solicit these types of businesses as subcontractors/suppliers for projects. Bidder is asked, as part of its submission, to describe any planned use of such businesses in fulfilling the requirement of this Invitation for Bids.

2.20. INSURANCE. Bidder shall, by a date to be established by County, purchase and maintain, at its own expense, from a company(ies) authorized to do business in Virginia, insurance policies from the following types of coverages and minimum limits of liability, protecting from claims which may arise out of or result from Bidder’s performance of services or provision of goods under this IFB, and also covering anyone directly or indirectly employed by Bidder or for whose acts it may be liable, with respect to the performance hereunder:

- A. Comprehensive General Liability, including Premises and Operations, with limits of \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)  
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- B. Comprehensive Automobile Liability with limits of \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)  
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- C. Employer's Liability for Participants not covered by workers' compensation insurance in an amount not less than \$100,000.

Successful Bidder shall obtain and maintain such workers' compensation coverage as may be required pursuant to the provisions of the Virginia Code and shall require any subcontractor to do the same. Successful Bidder shall include the provisions of this subsection within each of its subcontracts, so as to bind each subcontractor.

A certificate of insurance shall be submitted to County upon its request and included as part of the Contract.

Successful Bidder shall furnish County a binder adding County as an additional insured on the comprehensive general liability and comprehensive automobile liability policies and including the following language: "The above-described policies shall not be canceled, modified, or amended, or coverage reduced without the issuing company providing 30 days' advance written notice to Cumberland County."

Should insurance coverage be changed or canceled, Successful Bidder shall furnish a valid binder evidencing the required insurance. Failure to deliver such binder will result in suspension of all payments until the binder is furnished.

All insurance required shall be and remain in full force and effect for the term of the Contract.

No contract shall be binding upon County until all insurance requirements and policies, have been timely obtained by Successful Bidder, approved as to form and sufficiency by the County Attorney, and, if requested, filed with County.

2.21. LABOR RATES. Quoted labor rates shall include all travel and per diem expenses, the use of tools, equipment, minor repair items (i.e., screws, nuts, bolts, etc.) and all other incidental costs of doing business.

Bidders shall also include all overhead, profit, insurance, union pension fund or contributions, worker's compensation, unemployment insurance, social security, etc., in the hourly rates quoted. The cost of supervision shall also be included. The only labor charges County will approve for payment will be charges for labor based upon the rates quoted for actual hours worked. Travel time shall not be included in billing. Actual hours worked shall be defined as "from the time the technician-laborer reports on the job site until the technician-laborer leaves the job site".

Standard labor rates shall apply during normal working hours. Historically County will not require services afterhours, weekends or holidays. However, County may request work during these hours. Such authorized requests shall be billed at the rates contracted, but no more than 1.5 times the normal work hours rates. If normal working hours must carry over to after-hours, and Contractor

wishes to continue work, authorization to do so shall be obtained from County before proceeding. Should County require services under an emergency request, Contractor shall be compensated at the emergency hourly rates contracted.

2.22. **LICENSING**. If a procurement of \$1,000 or more involves construction, removal, repair or improvement of any building or structure permanently annexed to real property or any other improvement to such real property, Contractor must possess one of the following licenses issued by the State Board for Contractors for the type of work involved (Virginia Code §§ 541.1-1103 and 54.1-1115):

- A. **Contractor License A** – If the contract is \$120,000 or more or if Contractor does \$750,000 or more business within a 12-month period.
- B. **Contractor License B** – If the contract is \$10,000 or more, but less than \$120,000 or if Contractor does \$150,000 or more, but less than \$750,000 in business within a 12-month period.
- C. **Contractor License C** – Over \$1,000, but less than \$10,000 or if Contractor does less than \$150,000 in business in a 12-month period. Note: The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

An unlicensed Bidder submitting a bid where such license is required is nonresponsive and in violation of state law. Contractors must be licensed in the proper classification and specialty to perform the Work. If there is any question as to whether a licensed contractor is required for a specific procurement, call the State Board for Contractors at 804-367-8511 for policy interpretation.

2.23. **LICENSES AND PERMITS**. Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by County.

2.24. **MODIFICATION OR WITHDRAWAL**. Modification of or corrections to Bids are not acceptable after the bid receipt time has passed. Erroneous bids may be reclaimed or superseded any time prior to the bid due date and time. Any new Bid must be marked as required in paragraph 2.01 with the additional notation "Supersedes all previous submissions."

Any Bidder may withdraw or modify its Bid by a writing containing the original signature of the Bidder, which writing must be received by County prior to the date and time set for submission of Bids. Withdrawal or modification shall be delivered by one of the following means: (i) hand delivery by Bidder, a courier, or other delivery service; (ii) by mail (no consideration shall be given to any postmark); or (iii) by email or facsimile received prior to the date and time set for submission of Bids, followed by written confirmation containing the original signature of Bidder, where County is able to determine that the written confirmation was or has been sent out by Bidder prior to the date and time set for submission of the Bids, or (iv) by marking(s) on the exterior of the bid submission envelope, but only if the marking is dated and includes the original signature of Bidder. If written confirmation of an email or facsimile communication is not, in fact, received by County



within five days following the date and time set for submission of Bids, no consideration will be given to the requested withdrawal or modification.

Written withdrawals or modifications of Bids should not reveal the bid price contained in the previously submitted sealed bid, but should simply provide the desired addition, subtraction or modification, so that the final price or terms of the Bid will not be known to County until the Bids are opened.

2.25. NON-RESPONSIBLE BIDDER. No contract may be awarded to a Bidder who is determined by the Purchasing Agent to be non-responsible. In determining the responsibility of a Bidder, the following criteria will be considered:

- A. The ability, capacity or skill of Bidder to perform the Contract or do the Work;
- B. Whether Bidder can perform the Contract or do the Work promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reliability, reputation, judgment, experience and efficiency of Bidder;
- D. The quality of performance on previous contracts for County or others;
- E. The previous and existing compliance by Bidder with laws and ordinances relating to the Contract;
- F. The sufficiency of the financial resources and ability of Bidder to perform the Contract;
- G. The quality, availability, and adaptability of the goods or services to the particular use required;
- H. The number and scope of any conditions attached to the Bid;
- I. Whether Bidder is in arrears to County on a debt or contract or is in default on a surety to County, and whether the Bidder's County taxes or assessments are delinquent;
- J. Such other information as may be secured by the Purchasing Agent, that has a bearing on the decision to award the Contract.

Upon request by County, it shall be the responsibility of Bidder to ensure that the Bid contains information sufficient to enable County to evaluate each of the above-referenced criteria.

2.26. NOTICE OF INTENT TO AWARD. Public notice of the intent to award of this Contract, or the announcement of the decision to award this Contract, shall be given in the following manner: posting of a written notice on the bid board located in on the main floor of the Cumberland County Administration Building and on the County website at [www.cumberlandcounty.virginia.gov](http://www.cumberlandcounty.virginia.gov). Tabulations of bids are a matter of public record and are available upon request.

2.27. ONLY ONE BID. More than one Bid from an individual, firm, partnership, corporation, affiliate, or association under the same or different names, received in response to a single solicitation, will be rejected. Reasonable grounds for believing that Bidder is interested in more

than one Bid both as a bidder and as a subcontractor for another bidder will result in rejection of all Bids in which Bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more Bidders submitting a Bid.

2.28 PANDEMIC OPERATIONS. Bidder agrees to abide by, and to guarantee its employees, subcontractors, and their employees abide by, all state, federal and local rules and regulations regarding pandemic operations and procedures, including but not limited to social distancing, face covering, testing, isolation, quarantine, and proper notification and disclosure requirements, when entering County property or facilities or interacting with County employees.

2.29. QUESTIONS. County will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in writing (electronic transmission is preferred) and directed to **Jennifer Crews, Finance Director. Questions must be received by 12:00 noon on June 10, 2022.** Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective bidders without causing an unacceptable delay in the process. Any material change will be submitted to Bidders through issuance of an addendum.

2.30. RECEIPT TIME. The time of receipt of a Bid at the specified location is the time/date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location. No consideration will be given to date of postmark.

2.31. TAX EXEMPTION. County is exempt from the payment of federal and state taxes. Prices bid must be net, exclusive of taxes.

2.32. TRANSACTING BUSINESS IN VIRGINIA. Bidder must be authorized to transact business in Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law. Bidder shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia to be revoked or canceled at any time during the Contract Term. County may void the Contract Documents if Bidder fails to remain in compliance with the provisions of this section.

2.33. WARRANTY OF MATERIALS AND WORKMANSHIP. Contractor warrants that all materials and equipment incorporated in the Work shall be new, in first-class condition, and in accordance with the Contract Documents. Contractor agrees that the materials furnished shall be covered by the most favorable commercial warranties given to any customer for such materials, and that the rights and remedies provided therein are in addition to and do not limit those available to County by any other clause of this solicitation. Copies of warranties should be furnished to County upon request. Contractor further warrants all workmanship shall be of the highest quality in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of Contractor's other guarantees or obligations under the Contract Documents.

### **SECTION 3: SPECIAL TERMS, CONDITIONS and INSTRUCTIONS**

3.01. BUILDING/SITE OCCUPANCY. Under no circumstances shall any driveway, access road, or walkway be blocked by Contractor's vehicles to prohibit use of or disruption to pedestrian or vehicular traffic to the buildings or site.

3.02. CONTRACT RENEWAL. N/A

3.03. CONTRACTOR PERFORMANCE. All work shall be performed in a professional and courteous manner. Contractor shall ensure its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property and any and all kinds. Contractor shall cooperate with County in performing the Work so that interference with normal operations will be kept to a minimum. Technicians shall follow all current industry recommendations and procedural standards, technical manuals, service bulletins, and other operational-instructional manual(s) issued by the Original Equipment Manufacturer (OEM).

- A. Contractor agrees and covenants that it and its agents and employees will comply with and perform all work under the contract in accordance with all County, State and Federal laws, rules and regulations, standard requirements, specifications-manuals, manufacturers' recommended procedures, codes and ordinances applicable to providing services conducted under the contract.
- B. Contractor and its staff shall wear identification while performing the services described. Proper identification may consist of company ID badge, card and-or uniform.

3.04 CONTRACT CLAIMS. Contract claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Cumberland County, 1 Courthouse Circle, PO Box 110, Cumberland, Virginia 23040 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Finance Director will render a decision on the claim and will notify Contractor within 30 days of receipt of the claim. Contractor may appeal the decision to the County Administrator by providing written notice to the County Administrator, within 15 days of the date of the decision. The County Administrator shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by Contractor shall be delivered to County no later than 30 days following the conclusion of the Work or delivery of the goods.

3.05. KEY PERSONNEL. Bidder may not change personnel in key positions designated in the staffing section of its bid without the permission of County. County will not consent to or accept any substitutions if, in its sole discretion, to do so would increase County's cost or would result in the reduction of quantity or quality of the goods or services to be provided.

3.06. DOCUMENTATION LOG OR REPORTS. Contractor shall coordinate with the appropriate County staff to develop and create an acceptable form of logging all Work as a way of measuring performance and recommendations for corrective maintenance.

3.07. ENVIRONMENTAL SAFETY PRECAUTIONS. There may be times while performing Work where Contractor may come in contact with hazardous and restricted material (asbestos, lead, mercury, refrigerants, oils, etc.). When this occurs, Contractor shall comply with all applicable VOSHA, EPA, DEQ, OSHA, and State and County Safety and Occupational Health Standards, and any other applicable guidelines, rules, and regulations. Proper documentation shall be provided to County prior to issuance of final payment.

3.08. FINAL INSPECTION. At the conclusion of any Work, Contractor shall demonstrate to the appropriate County staff that services were performed in compliance with Contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by Contractor at its sole expense prior to final acceptance of the Work.

3.09. PROTECTION OF PERSONS AND PROPERTY. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of Virginia, issued by the Department of Labor and Industry under Virginia Code Title 40.1 shall apply to all Work.

Contractor shall continuously maintain adequate protection of the Work from damage and ensure its staff observes and exercises caution and discretion necessary to adequately protect and avoid injury or loss to persons, or damage of any and all kinds arising in connection with this Contract.

Contractor shall adequately protect all apparatus, buildings, grounds, appurtenances, and furnishings from damage to, or loss of use and/or enjoyment by County which might be done or caused by Work. Damages caused directly or indirectly by Contractor, its agents, subcontractors, or suppliers shall be repaired and/or replaced at the expense of Contractor by methods approved by County to restore the damaged area(s) to its original condition. Such repairs shall be deemed acceptable only after inspection and approval by County. County reserves the right to inspect Work in progress as well as make final inspection to approve completed Work.

Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract Documents or erected for the fulfillment of its obligations for the protection of persons and property.

In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, Contractor, without special instruction or authorization from County, shall act, at its discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by County, then Contractor shall so act immediately, without appeal. Any additional compensation or extension of time claimed by Contractor due to any emergency work shall be determined as provided by approval by County.

3.10. TESTING AND INSPECTION. County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

3.11. USE OF PREMISES AND REMOVAL OF DEBRIS. Contractor shall perform the

Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any other contractor. Contractor shall store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work so it will not unduly interfere with the progress of its Work or the work of any other contractor or subcontractor. Contractor shall place only such loads as are consistent with the safety of that portion of the Work.

Contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris (herein referred to "debris") caused by its operations, so that the site of the Work shall present a neat, orderly, and workmanlike appearance. No debris shall be left within the completed Work. Contractor shall remove all Work-related debris from the site and properly dispose of it in a licensed landfill or otherwise as required by law.

Contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations resulting from its operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust-free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to thoroughly clean all glass installed under the Contract including the removal of all paint and mortar splatters and other defacements. If Contractor fails to clean up at the completion of the Work, County may do so and charge for costs thereof to Contractor.

Revised 5/17/22